

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE CITY OF OKLAHOMA CITY
&
EMERGENCY MEDICAL SERVICE AUTHORITY

This Interlocal Cooperative Agreement (the “Agreement”) is made and entered into effective on the last day of approval of all parties hereto, by and between The City of Oklahoma City (“City”), a political subdivision, and Emergency Medical Services Authority (“EMSA”), a public trust, pursuant to 74 O.S. § 1001, *et seq.*

RECITALS

WHEREAS, the City and EMSA are public agencies as defined by 74 O.S. §1008, and specifically authorized in Section 1008 to enter into agreements to make the most efficient use of their powers by enabling them to cooperate with each other by contract for performance of services or undertakings which the public agencies are authorized by law to perform; and

WHEREAS, the Interlocal Cooperation Act, 74 O.S. § 1004, allows any two or more public agencies to enter into agreements with one another for joint or cooperative action and allows the public agencies to jointly exercise powers, privileges and authority to the extent allowed by law; and

WHEREAS, on July 24, 2012 the City’s Computer Aided Dispatch system (CAD) and EMSA’s Computer Aided Dispatch system became integrated thereby allowing the City’s emergency responders and EMSA’s emergency responders to share dispatch information and this information is then recorded in both the City’s CAD system and EMSA’s CAD system; and

WHEREAS, public bodies are subject to the Open Records Act, 51 O.S. §§ 24A.1-29, which ensures and facilitates the public’s right of access to and review of government records, except when such information is protected by confidence, privilege or other protection from disclosure; and

WHEREAS, Title 51 O.S. § 24A.8(B) provides for exceptions regarding disclosure of law enforcement records; and

WHEREAS, juvenile information is confidential as provided in Title 10A O.S. §§1-6-101 *et seq.* and 2-6-101 *et seq.*; and

WHEREAS, nine-one-one emergency service information is confidential as provided in 63 O.S. §§ 2815.1 and 2843.1; and

WHEREAS, EMSA is a covered entity under the Health Insurance Portability and Accountability Act (HIPPA) and subject to the use and receipt of protected health information, EMSA can only release protected health information with a patient's consent; and

WHEREAS, the purpose of this Agreement is to outline the relationship between the parties in order to ensure that each understands and agrees to certain responsibilities concerning the release of electronically stored information on the Integrated Dispatch System (IDS) and the confidential and privileged nature of certain information on the IDS; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. No party shall voluntarily release information stored on the IDS pertaining to the operations of another party in response to or in connection with an open records request.
2. No party shall voluntarily release information pertaining to the operations of another party in response to or in connection with a subpoena or court order without first notifying the party, in writing, and allowing the party the opportunity to object. Each party will be responsible for its own objections to the subpoena or court order.
3. Each party agrees that it has a common interest in serving the public and maintaining the privacy of those it serves when allowed by law. Each party agrees, therefore, not to voluntarily release the information pertaining to the operations of another party for any reason, except as required by law.
4. The parties consider medication information to be potentially privileged or subject to privacy restrictions under HIPPA.
5. Each party shall assume responsibility and liability for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this Agreement. It is expressly understood and agreed that the parties are, in no way, agreeing to alter or waive, in whole or in part, any privileges or immunities by the executing this Agreement.

6. No separate legal or administrative entity shall be created hereunder and no property, real or personal, shall be acquired under this Agreement.
7. The Agreement shall be effective from date of approval until terminated by the parties. This Agreement may be terminated at any time by any party by delivering a written notice of termination to the parties.
8. The parties to this Agreement agree to bear their own costs and expenses in connection with responses to open records or subpoenas.
9. If any one or more of the provisions contained in the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision.
10. No party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, employees or agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
11. Any modification to this Agreement requires acceptance by all parties.
12. Any notices shall be sent to the following:

Police Chief (or designee)
701 Colcord Drive
Oklahoma City, OK 73102
(405) 297-1100 – phone
(405) 316-1100 – fax

Fire Chief (or designee)
820 N.W. 5th Street
Oklahoma City, OK 73102
(405) 297-3314 - phone
(405) 297-3329 - fax

EMSA Director (or designee)
1111 Classen Drive
Oklahoma City, OK 73103
(405) 297-7100 – phone

APPROVED by the Attorney General of the State of Oklahoma this ____ day of _____, 2012 pursuant to 74 O.S. § 1004(F).

APPROVED by the governing bodies of the parties on the dates hereafter set forth.

THE CITY OF OKLAHOMA CITY

APPROVED by the City Council of The City of Oklahoma City this ____ day of _____, 2012.

THE CITY OF OKLAHOMA CITY

Mayor

ATTEST:

City Clerk

REVIEWED for form and legality.

Assistant Municipal Counselor

EMERGENCY MEDICAL SERVICES AUTHORITY

APPROVED by the Emergency Medical Services Authority this ____ day of _____, 2012.

Emergency Medical Services Authority

Director

ATTEST:

Secretary